

Honorable Robert D Drain  
Docket Number 05-44481 (RDD)  
United States Bankruptcy Judge-Southern District of NY  
One Bowling Green  
New York, NY 10004-1408

June 17, 2009

Honorable Robert D Drain,

I - Roy W. Smith - object to the June 1, 2009 Master Disposition Agreement Article 9.511 declaring that severance payments will be terminated upon Delphi's (Debtor's) closing date. The severance payments that the Debtor agreed to pay me and others are clearly an Administrative Expense that was done in conjunction with their plan to close and sell portions of their assets.

I received a **W.A.R.N ACT NOTICE** (Exhibit A) in 2008 stating that our Plant Home Avenue Operations was being closed on or before December 31, 2008, and my employment would be terminated on or about January 1, 2009.

I was released from Delphi on December 23, 2008 and my effective date was January 1, 2009 with 12 months severance payment per Delphi's procedures that were in effect on October of 2008. During the preparation for my release I was told by Delphi Human Resource personnel and Delphi leadership that in order to receive the severance payment I was required to sign a Release of Claims (R.O.C.) giving up certain rights listed in **Exhibit C**. I was told that if I elected not to sign the release I would not receive the 12 month severance pay. I would only receive one month severance pay. Of course, I elected to sign the R.O.C. in the presence of and witnessed by Delphi leadership on October 31, 2008.

I was lead to believe that the Delphi Separation Allowance Plan - **Exhibit B**- was a binding contract between the Debtor and me. I waived certain rights by signing the R.O.C. **Exhibit C** and the Debtor agreed to pay me one year of my base salary. This transaction occurred during the Debtor's bankruptcy process and is not a pre-petition claim. It was signed and agreed to during the normal course of business. The severance payments are a contract liability not a Delphi provided benefit. The attached **Exhibits B and C** is a valid – Binding – legal contract. Therefore, I am asking that the Honorable Judge Drain ensure that the Debtor pays me the remaining severance payments that they agreed to pay me until the contract is fully satisfied.

I signed a contract with Delphi where I gave up certain rights for a severance payment amount. This contract was consummated during Delphi's bankruptcy and should be considered an Administrative claim and should be paid in full prior to Delphi's emergence. I strenuously object to the June 1, 2009 Master Disposition Agreement, Article 9.5.11 declaring that severance payments be terminated upon the closing (emergence) date.

Respectfully submitted,

Roy W. Smith  
Ex-Delphi Employee  
3705 Swigart Rd.  
Dayton, Ohio 45440



**DOCKET** Pg 2 of 16 **EXHIBIT A**  
**0544481 (RDD)**

**DELPHI****W.A.R.N. ACT NOTICE**

MANUFACTURING



MANUFACTURING



MANUFACTURING

MANUFACTURING

MANUFACTURING

Dear Roy Smith:

As you know, after careful review of business circumstances, Delphi's manufacturing facility located at 2701 Home Avenue, Dayton, Ohio, will be closed on or about December 31, 2008. This closure will affect approximately 380 individuals. We anticipate that these layoffs will be permanent. It is currently expected that your employment will be terminated on or about January 1, 2009.

This notice is being given to you pursuant to the Worker Adjustment and Retraining Notification (WARN) Act of 1988, which requires employers to give official notice to affected employees of a pending plant closure or mass layoff. If you have any questions, you may contact Wendy Hayes, at (937) 455-3187.

We are grateful for the loyal service and contributions of our employees, and wish you success in your future endeavors.

Sincerely,

Larry V. Johnson,  
Plant Manager, Home Ave Operations

Monthly

Andrea  
Crawford

• Birth certificate

• S.S. #

• Marriage certificate

1-1-2009

decawooland@yahoo.com

937-477-7800

• Organizational chart

MANUFACTURING

MANUFACTURING - 12/1/2008

<https://ohio.honda.apply2jobs.com>

**DOCKET 05-44481 (RDD) 2 of 16**

Docket 05-44481 EXHIBIT B

**DELPHI (RDD)**

**Delphi Separation Allowance Plan  
Employee Policy, Benefit and Outplacement Services Information**

This material presents general information only and is based on policy and benefit plan provisions in effect as of this date. It is not intended to nor does it provide all details about each program and policy. Complete descriptions of each are contained in official plan documents that are the governing plans over other oral or written statements. Furthermore, Delphi Corporation reserves the right to amend, change, or terminate any program, benefit, or policy at any time. Only the Board of Directors, or its delegate, has this authority. The information contained herein and any specific item described does not imply any guarantee.

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## POLICY PROVISIONS

### Eligibility

Separation Allowance Plan benefits are payable to U.S. employees compensated as regular or flexible service salaried employees, who are separated from employment as the result of an Eligible Termination which includes without limitation:

- Mutually Satisfactory Release;
- Certain Special Separations which may include:
  - The closing of an office or business location;
  - A reduction in force;
  - Downsizing;
  - Restructuring, reorganization or re-engineering of a business group, unit or department;
  - Job elimination; or
  - Other circumstances Delphi determines which may or may not be characterized as a Limited Program of Terminations

Separation Allowance Plan benefits are not payable in the event of employment termination as a result of:

- Retirement;
- Quit (which includes an employee's failure to accept a suitable offer of employment);
- Discharge (for personal misconduct);
- Voluntary termination of employment unless the termination results from participation in a special incentive separation program which treats the separation as an Eligible Termination.
- Transfers between the Corporation and any of its wholly owned or substantially wholly owned domestic and foreign subsidiaries or other entity owned by Delphi;
- Separation arising out of outsourcing, the sale of a corporate unit, merger or other combination, spin-off, reorganization, liquidation, dissolution, or other winding up involving Delphi where the employee continues or is offered the opportunity to continue employment;
- A court decree;
- Death;
- Release due to unsatisfactory performance while in the Orientation and Development period;
- Final Release.

### Severance Pay

Eligible Employees who do not sign a Release of Claims will be eligible to receive one (1) month's base pay.

Eligible Employees who sign and do not revoke a Release of Claims will be eligible to receive Severance Pay according to the following schedule:

Length of Service	Months of Severance Pay
0 but less than 5	3 months
5 but less than 10	4 months
10 but less than 15	6 months
15 but less than 20	8 months
20 but less than 25	10 months
25 or more	12 months

Severance Pay will be:

- Based on the employee's unbroken length of service, calculated on full, 12 month, years of service.
- Calculated on the last monthly base salary except for those employees returning to "regular active" from "flexible service" status. An Employee who, at the time he or she is notified of their Eligible Termination, was a "flexible service" employee for less than 60 days and who, immediately prior to being classified "flexible service", was a "regular active" employee will be returned to "regular active" status for purposes of determining Severance Pay.
- Paid in semi-monthly payments based on the above table
- Taxable

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- Severance Payments will begin the first regularly scheduled payroll following the date of separation if Human Resources received the signed Release of Claims and the seven-day revocation period has expired prior to the payroll processing cutoff. Otherwise, the Severance Payments will begin on the first available payroll processing date following receipt of the signed Release of Claims and expiration of the seven-day revocation period
- Payments may be reduced by any amount owed by the Employee to the Corporation.
- Severance Payments are issued as payroll live check, direct deposit will discontinue

#### **Other Transition Assistance**

Other Transition Assistance consists of (1) the opportunity to utilize Delphi-provided outplacement services to assist employees in obtaining employment outside the Corporation and (2) a \$2,000 payment included in the last regularly scheduled payroll check which the Employee, at his or her discretion, may use toward COBRA health care continuation coverage through Delphi if the employee is not eligible to retire with Corporate contributions for health care in retirement at the time of the separation. Employees who are eligible to retire with corporate contributions for health care in retirement at the time of the separation are not eligible for this \$2,000 payment. The local HR Representative will assist in scheduling outplacement service. Use of the outplacement service should commence within sixty days of separation and will generally be limited to six months in duration.

- Eligible Employees who sign a Release of Claims will receive Severance Pay and Other Transition Assistance.
- Eligible Employees who do not sign a Release of Claims will not be eligible for Other Transition Assistance.

#### **Vacation**

- During Transformation employees impacted by involuntary programs will vest vacation on a monthly basis. Employees may use or receive payment for vacation based on last month worked. Example: Separation effective 5/1/2008, vacation vested four (4) months or 33.3%. Vacation for an employee with 5 yrs service = 120 hours,  $(120 \times .333=39.96)$  hours vested, round to nearest whole or 40 hours of entitlement. Employees eligible for the four (4) additional days, (hired before 12/31/2000) will vest under the same criteria above.
- Retirement-eligible employees will receive 100% of their annual vacation entitlement, including additional vacation days (if length of service date is on or before 12/31/2000), if effective date of retirement is on or after March 1. For retirements effective February 1, the maximum allowable vacation days is equal to number of working days for the month of January.
- Employees impacted by the involuntary programs will be allowed to revoke their deductions for purchased days with their final regularly scheduled paycheck. Employees may use or receive payment for days purchased through payroll deductions; however no payment may be received after the plan year. Employees who have used more days than deducted through payroll will have the remaining dollars deducted from their last regularly scheduled paycheck. Vested vacation must be utilized prior to purchase days.

#### **Company Car Allowance**

- Company car allowances will be discontinued at the end of the pay period in which the last day of work occurred.

#### **Tuition Assistance**

- Separated employees who have started a class prior to their employment being severed will be able to use Tuition Assistance for the class.
- Separated employees who are not in class prior to their employment being severed may not use Tuition Assistance.

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**Incentive Compensation**

- Employees must be on the active roll on date of the incentive compensation payout to be eligible to receive incentive compensation. Eligible employees who retire or accept a separation payment under Separation Allowance Plan guidelines prior to the payout maintain their eligibility to receive a prorated award.

**Flexible Compensation Payment**

- The Flexible Compensation payment or installment into S-SPP will be discontinued at the end of the month of separation for eligible employees. If an employee separates on or before 3/14/08 and elected the lump sum they are not eligible to receive the 3/14/2008 FCP.
- Employees who are eligible to retire under the Separation Allowance Plan guidelines maintain their eligibility to receive the Flexible Compensation Payment (FCP), if effective date of separation is on or after 2/1/08.

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### **Benefits**

The information provided on the next two pages is intended as a guide to the potential impact the separation may have on benefits provided under the plans identified. Employees must contact the appropriate plan administrator for complete details.

#### **BENEFIT IMPACT FOR SEPARATED EMPLOYEES NOT ELIGIBLE TO RETIRE AND THOSE ELIGIBLE FOR DEFERRED VESTED RETIREMENT**

This material presents general information only and is based on policy and benefit plan provisions in effect as of this date. It is not intended to nor does it provide all details about each program and policy. Complete descriptions of each are contained in official plan documents that are the governing plans over other oral or written statements. Furthermore, Delphi Corporation reserves the right to amend, change, or terminate any program, benefit, or policy at any time. Only the Board of Directors, or its delegate, has this authority. The information contained herein and any specific item described does not imply any guarantee.

Benefit Plan/Program	Benefit Plan Impact for Employees with a Length of Service Date on or before 12/31/00	Benefit Plan Impact for Employees with a Length of Service Date on or after 1/1/01	Contact Numbers for Employee Questions
Health Care	Coverage terminates at the end of month of separation provided Employee contribution, if any was paid. COBRA or Conversion available.*	Coverage terminates at the end of month of separation provided Employee contribution, if any was paid. COBRA or Conversion available.	National Benefit Center 1.866.335.7444. The NBC will send out the appropriate paperwork
Health Care Spending Account	Contributions for remainder of the calendar year are taken from final active paycheck and are available for claims for services in that year. Claims can be submitted through 3/31 of the following year.	Contributions for remainder of the calendar year are taken from final active paycheck and are available for claims for services in that year. Claims can be submitted through 3/31 of the following year.	National Benefit Center 1.866.335.7444
Dependent Care Spending Account	Contributions terminate with final active paycheck and balance of account is available for claims in that calendar year. Claims can be submitted through 3/31 of the following year.	Contributions terminate with final active paycheck and balance of account is available for claims in that calendar year. Claims can be submitted through 3/31 of the following year.	National Benefit Center 1.866.335.7444
Basic Life Insurance	Coverage terminates at end of month of separation. Conversion available.	Coverage terminates at end of month of separation. Conversion available.	National Benefit Center 1.866.335.7444
Optional Life Insurance	Coverage terminates at end of month of separation. Conversion available.*	Coverage terminates at end of month of separation. Conversion available.	National Benefit Center 1.866.335.7444
Dependent Life Insurance	Coverage terminates at the end of the month of separation. Conversion available.*	Coverage terminates at the end of the month of separation. Conversion available.	National Benefit Center 1.866.335.7444
Personal Accident Insurance	Coverage terminates at the end of the month of separation. Conversion not available.*	Coverage terminates at the end of the month of separation. Conversion not available.	National Benefit Center 1.866.335.7444
Sickness & Accident Benefits	Coverage terminates at the end of the month of separation. No additional coverage is available.*	Coverage terminates at the end of the month of separation. No additional coverage is available.	National Benefit Center 1.866.335.7444
Extended Disability Benefits	Coverage terminates at the end of the month of separation. No additional coverage is available.*	N/A	National Benefit Center 1.866.335.7444
Long Term Disability	N/A	Coverage terminates at the end of the month of separation. No additional coverage is available.	National Benefit Center 1.866.335.7444
Supplemental Extended Disability Benefits	Coverage terminates at the end of the month of separation. No additional coverage is available.*	N/A	National Benefit Center 1.866.335.7444
Retirement Program	Part A - If the employee has 5 or more years of credited service they are eligible for a deferred vested monthly retirement benefit at age 65 or earlier on an age reduced basis. The employee should check on retirement eligibility.  Part B - If the employee has 5 or more years of credited service they can elect to leave their contributions in Part B and commence receiving a monthly retirement benefit at age 65 or earlier on an age reduced basis. The employee also has the option of withdrawing all their contributions plus interest to the date of such election.	Retirement Accumulation Plan – If the employee has 5 or more years of credited service they have the option of leaving their assets in the Plan where they will continue to earn interest credits each year until they take a distribution, or take the balance with them, or roll it over into an IRA or another employer's plan.  *See attached PPA Notice	Fidelity Benefit Center 1.877.389.2374
Stock Options	Employee retains vested options, with three (3) years to exercise.	Employee retains vested options, with three (3) years to exercise.	Contact Salomon Smith Barney 1.877.4Delphi
Savings-Stock Purchase Program (Renamed SRSP effective 10-1-08)	Employee may elect to receive full distribution of all assets, or if assets are greater than \$5,000, they may be left in program until age 70 1/2. Employee retains ability to manage account. Employee with less than 3 years forfeits Delphi contributions that are not vested.	Employee may elect to receive full distribution of all assets, or if assets are greater than \$5,000, they may be left in program until age 70 1/2. Employee retains ability to manage account. Employee with less than 3 years forfeits Delphi contributions that are not vested.	Fidelity Benefit Center 1.877.389.2374
New Vehicle Purchase Program	Program eligibility dependent on vendor program. Generally, must be an active Employee.	Program eligibility dependent on vendor program. Generally, must be an active Employee.	Call the manufacturer 800 number for discount.

\*Generally, for benefit impact purposes separation means the last day worked.

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*in ELIGIBLE*

Benefit Impact For Employees Eligible to Retire with a Length of Service Date on or Before 12/31/2000 (Does Not Include Employees Eligible for a Deferred Vested Retirement)		
This material presents general information only and is based on policy and benefit plan provisions in effect as of this date. It is not intended to nor does it provide all details about each program and policy. Complete descriptions of each are contained in official plan documents that are the governing plans over other oral or written statements. Furthermore, Delphi Corporation reserves the right to amend, change, or terminate any program, benefit, or policy at any time. Only the Board of Directors, or its delegate, has this authority. The information contained herein and any specific item described does not imply any guarantee.		
Benefit Plan/Program	Benefit Plan Impact	Contact Numbers for Employee Questions
Retirement Program	Eligible employees for retirement must contact the Fidelity Retirement Center to begin processing of benefits, recommendation is to apply 60 to 90 days in advance of effective date	Fidelity Benefit Center 1.877.389.2374
Health Care	Election of coverages available (including dental) if hired prior to 1/1/93. Extended Care Coverage (ECC) is a separate election in retirement. Retiree must make a timely decision regarding the ECC election. Waiver or refusal of coverage may result in permanent loss of opportunity to enroll in ECC. Monthly contributions may apply. Corporate contributions in retirement are not applicable to Employees hired after 1/1/93. COBRA or conversion is available. Options may change when retiree becomes Medicare eligible.	National Benefit Center 1.866.335.7444
Health Care Spending Account	Contributions for remainder of the calendar year are taken from final active paycheck and are available for claims for services in that year. Claims can be submitted through 3/31 of the following year.	National Benefit Center 1.866.335.7444
Dependent Care Spending Account	Contributions terminate with final active paycheck and balance of account is available for claims in that calendar year. Claims can be submitted through 3/31 of the following year.	National Benefit Center 1.866.335.7444
Basic Life Insurance	Coverage of 1X average base salary (ABS) will revert to 2X ABS at retirement. Coverage of 2X ABS reduces according to rules in effect on last day worked.	National Benefit Center 1.866.335.7444
Optional Life Insurance	Coverage, if in force while active, may be continued in retirement at retiree's cost until age 75. This may only be decreased or cancelled. Reductions of 10% per year from age 66 to cancellation at age 75. Conversion is not available.	National Benefit Center 1.866.335.7444
Dependent Life Insurance	Coverage, if in force while active, may continue in retirement at the retiree's cost until the age of 70. This may only be decreased or cancelled. This coverage terminates when the retiree reaches age 70. Conversion is not available.	National Benefit Center 1.866.335.7444
Personal Accident Insurance	Coverage, if in force while active, may be continued in retirement at the retiree's cost. Maximum coverage reduces to \$150,000 at age 70.	National Benefit Center 1.866.335.7444
Sickness & Accident Benefits	Coverage terminates at the end of the month prior to retirement. No additional coverage is available.	National Benefit Center 1.866.335.7444
Extended Disability Benefits	Coverage terminates at the end of the month prior to retirement. No additional coverage is available.	National Benefit Center 1.866.335.7444
Supplemental Extended Disability Benefits	Coverage terminates at the end of the month prior to retirement. No additional coverage is available.	National Benefit Center 1.866.335.7444
Savings-Stock Purchase Program (Renamed SRSP effective 10-1-08)	Employee may elect to receive full distribution of all assets, or, if assets are greater than \$5,000, they may be left in program until age 70 1/2. Employee retains ability to manage account. Employee with less than 3 years participation forfeits Delphi contributions that are not vested.	Fidelity Benefit Center 1.877.389.2374
Stock Options	Employee retains vested options, with five (5) years to exercise or end of plan whichever comes first.	Salomon Smith Barney 1.877.4Delphi
New Vehicle Purchase Program	Program eligibility dependent on vendor program. Generally, must be an active Employee.	Call the manufacturer 800 number for discount.

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Docket #

05-44481  
(RDD)

EXHIBIT C

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**Delphi Corporation**  
**Separation Allowance Plan Release of Claims**

I have been separated from my employment with Delphi Corporation ("Delphi") effective Jan 1, 2009 under terms which make me eligible for benefits under the Separation Allowance Plan (the "Plan"). These benefits include Severance Pay in the amount of \$10,000.00, less applicable deductions to be paid semi monthly commencing on Jan 15, 2009, and Other Transition Assistance, comprised of outplacement assistance and \$2000 which I may, at my discretion, use to help pay for the continuation of health care coverage through Delphi; provided, however, that, if I am eligible to retire with corporate contributions for health care in retirement at the time of my separation, I am not eligible for this \$2,000. I acknowledge that the consideration provided for in this Release of Claims is in excess of anything I would otherwise be entitled to receive absent my signing this Release of Claims.

In consideration for receiving these benefits, I, for myself, family, heirs, and representatives, release, remise, and forever discharge Delphi, General Motors Corporation, and their respective officers, shareholders, subsidiaries, affiliates, joint ventures, employee benefit plans, agents and employees, successors, and assigns from any and all manner of actions, causes of actions, suits, proceedings, damages, costs, and claims whatsoever in law or in equity (collectively "Claims"), which I have or may have based upon or in connection with my employment with or separation from Delphi. This release specifically includes all Claims under the Employee Retirement Income Security Act of 1974, as amended, which regulates employee benefit plans; Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination in employment based on race, color, national origin, religion, or sex; the Americans with Disabilities Act, which prohibits discrimination in employment based on disability; the Age Discrimination and Employment Act, which prohibits discrimination in employment based on age; the Equal Pay Act, which prohibits wage discrimination; state fair employment practices or civil rights laws; and any other federal, state or local law, order, or regulation or the common law relating to employment or employment discrimination, including those which preclude any form of discrimination based on age. This includes, without limitation, Claims for breach of contract (either express or implied), slander, libel, defamation, and wrongful discharge. This release does not apply to Claims that are not subject to waiver under applicable law. This covers Claims I know about and Claims I do not know about; but does not cover Claims that arise after I separate from Delphi.

I understand that, by accepting benefits under the Plan, I will no longer be entitled to receive any disability benefits (short-term, long-term, or total and permanent) under the Delphi Life and Disability Benefits Program for Salaried Employees of the Delphi Retirement Program for Salaried Employees relating to any disability that arose or arises at any time, and if I am currently receiving or am eligible to receive disability benefits as of the effective date of this Release of Claims, I understand that such benefits or eligibility for such benefits will cease upon the effective date of this Release of Claims.

I have been given a minimum of forty-five (45) calendar days to review this Release of Claims and a written notice of the ages and job titles of all individuals in the same job classification or organizational unit who were (i) selected and (ii) who were not eligible or not selected for separation. I understand that I may use as much of this forty-five (45) day period as I wish. I have been advised to consult an attorney before signing this Release of Claims, but understand that whether or not I do so is exclusively my decision. I understand that I may revoke this Release of Claims within seven (7) days of my signing it. To be effective, the revocation must be in writing and must be received by 11/7/08 before the close of business on the seventh (7<sup>th</sup>) day after I sign this Release of Claims.

I acknowledge that Delphi has made no prior representations, promises, or agreements relating to my employment and separation contrary to this Release of Claims. I understand that I am not eligible for benefits Delphi provides under any other separation program and that I will not be eligible for any enhancements Delphi may subsequently make to the benefits provided under the Plan. This Release of Claims constitutes the entire and only understanding between Delphi and me regarding my separation. If any provision or portion of this Release of Claims is held unenforceable or invalid, all remaining provisions of this Release of Claims remain in full force and effect.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. I AFFIRM THAT I UNDERSTAND AND VOLUNTARILY AGREE TO ITS TERMS.

Signed: Re Walint

Social Security Number (last 4): 2705

Dated: 10-31-2008

Accepted: Brenda E Hayes  
Delphi Corporation

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# Career Transition Service

## Delphi Corporation

Lee Hecht Harrison provides the following customized Career Transition Services. These services are designed to assist all levels in the organization make a successful career transition. It includes every element of support that an individual might need and has been tailored to meet the needs of Delphi's employees. Services are provided for the length of time specified by the organization.

### Phase 1: Months 1-3

Built around LHH's proven **Milestones** for Career Transition process for successful job search.

- Includes both team and individual consultation with LHH consultants
- Personal and career assessment
- "Milestones" Seminar for Career Transition, Productivity Clinic
- Membership in Job Search Work Team
- Access to LHH office facilities and workspace or equivalent LHH@HOME administrative support
- Access to Career Resource Network
- Access to Interactive Workshops and LHH Job Lead Development activities
- Financial Planning seminars

### Phase 2: Months 4-6

Milestones activity continues, with scheduled visits to LHH office to meet with LHH career consultant, and participate in Job Search Work Team on the day the team meets. Access to workspace also provided on that day. Access to Career Resource Network continues on remote basis (accessed from home 24/7, and from office on J SWT day).

### Phase 3: Months 7-8

At completion of Month 6, client may be eligible for service continuation, if he/she has not yet landed and is fully engaged in search. If so, an additional month of service (at same support level as Phase 2) will be provided. A second month (to a maximum of two) may also be provided as necessary and appropriate.

LHH Representative: Cindi Meeler – 1-800-472-0016

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## **Notice to Participants**

### **Delphi Retirement Program for Salaried Employees**

This Notice is being furnished to you under the provisions of Section 101(j) of the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

Please be advised that the Delphi Retirement Program for Salaried Employees (Program) has become subject to the restrictions of Section 206(g) of ERISA and Section 436(d)(3) of the Internal Revenue Code of 1986, as amended. This has occurred as the Program is a single-employer defined benefit pension plan under which the Program's adjusted funding target attainment percentage for the 2008 plan year is presumed to be less than 100% (the threshold for plan sponsors in bankruptcy). As a result, the Plan may not pay any prohibited payment on or after October 1, 2008 until prescribed funded status level is reached.

At such time as you become eligible for a payment of benefits under the Plan, you will be advised as to the effect, if any, that this requirement will have on your selection of benefit payment options.

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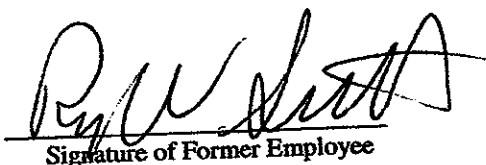
**STATEMENT OF POLICY APPLYING TO SALES  
REPRESENTATIVES FOR OUTSIDE COMPANIES**

As a former employee of Delphi, I understand that Delphi's policy stated below will apply to me in the event  
call on Delphi Divisions as a Sales Representative for an outside company:

Former employees (retirees or those separated for any other reason), who were in a position in  
which they could influence purchasing decisions, should not be received as a representative of a  
supplier by their former employing division for a period of two years following their separation.

12/23/08

Date



Signature of Former Employee

  
Wendy E. Hayes

Witness

## INTELLECTUAL PROPERTY RIGHTS AGREEMENT

I enter this agreement in consideration of the compensation paid for services I perform for Delphi Corporation or a Delphi subsidiary, either as an employee or otherwise under contract. (Delphi Corporation and its subsidiaries are collectively referred to as "Delphi".)

I assign to Delphi Technologies, Inc. all rights to all patents, utility models, industrial designs, trademarks, service marks, semiconductor chip mask works and copyrights on all writings, designs, inventions and works that I conceive, make, invent or suggest during the term of such services and that are connected with my work or are otherwise related to the business of Delphi. (The business of Delphi includes the business that exists or is anticipated at the time the rights come into existence.)

I will promptly disclose such writings, designs, inventions and works to Delphi Technologies.

At Delphi Technologies' request, whether during or after the term of such services, I will sign patent applications and other lawful papers that Delphi Technologies considers helpful to secure and enforce such rights. Delphi Technologies will bear all expense related to such activities.

This agreement does not apply to an invention that I developed entirely on my own time without using Delphi's equipment, supplies, facilities, or trade secret information except for those inventions that either relate at the time of conception or reduction to practice of the invention directly to Delphi's business or to actual or demonstrably anticipated research or development of Delphi, or result from any work performed by me for Delphi. This agreement does not affect Delphi's ownership of rights in works made for hire.

I will protect Delphi, Customer & Supplier business and technical information and other proprietary information created or obtained in the course of my services.

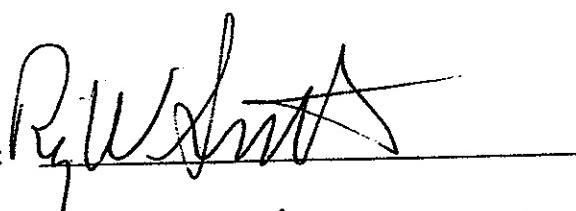
I will not disclose to Delphi, or use in performing services for Delphi, any of my prior inventions that Delphi is not entitled to use, or any proprietary information belonging to others (including my prior employers) unless I have their prior written approval. This paragraph does not apply to inventions that I was obligated to assign to General Motors Corporation prior to 1 January 1999, or to proprietary information belonging to General Motors Corporation prior to 1 January 1999.

I will return to Delphi, at the time my services for Delphi cease or upon any earlier request, all documents and other materials containing any Delphi, Customer or Supplier business or technical information or other proprietary information created or obtained in the course of my services. I will not engage in any outside activity that would involve the use or disclosure of any Delphi, Customer or Supplier business or technical information or other proprietary information created or obtained in the course of my services unless I have prior written approval from a Delphi officer. This obligation is not changed by termination of my services for Delphi.

This agreement replaces any prior agreement regarding this subject matter and is binding on my executors, administrators, heirs, legal representatives and assigns. This agreement may be modified only by another written agreement, or by a written endorsement on this agreement, signed by Delphi and me.

DATE: 12/23/08

EMPLOYEE:



DATE: 12/23/08

DELPHI REPRESENTATIVE:



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## **INFORMATION SECURITY AND CUSTOMER PROTECTION POLICY**

I acknowledge that as an employee of Delphi Corporation (Delphi) or a Delphi subsidiary, I must abide by the Information Security and Customer Protection (IS&CP) policy.

I recognize the competitive environment facing Delphi and the need to protect all information related to products, processes, business, work, design, methods, styling, inventions and facilities of Delphi and its customers.

I understand that communication of information and data, within Delphi, will be on a-need-to-know basis. Further, I agree to protect and not disclose to anyone, outside of Delphi, in any manner whatsoever, either in whole or in part, except as required to conduct the business of Delphi, any and all information and data of any nature, for any reason, relating to the products, processes, business, work, design, methods, styling, inventions and facilities of Delphi or its customers, which I may in any way acquire by reason of my employment.

I acknowledge that this policy pertains not only to information and data that I have gained subsequent to this document, but also to any information and data that I have become aware of prior to the date of this document as part of my employment with Delphi. I agree that this duty to not disclose information survives the termination of my employment with Delphi or my transfer of employment to another division, subsidiary or joint venture of Delphi. I also acknowledge that my employment with Delphi may be terminated if I violate this policy.

DATE: 12/23/08

EMPLOYEE: Rey W. Smith

DATE: 12/23/08

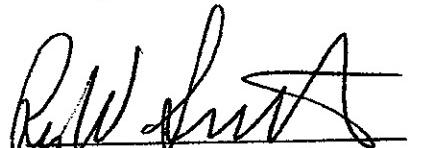
DELPHI REPRESENTATIVE: Meredith E. Hayes

## STATEMENT OF CORPORATE CREDIT CARD OBLIGATION

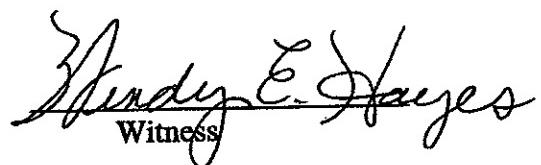
I, Roy Sm 171, accept personal responsibility and agree to repay the outstanding balance on my corporate credit card.

If, for any reason, I am unable to honor this obligation, I agree to reimburse Delphi by means of payroll deduction and/or pension fund deduction in the amount of \$200 (two hundred dollars) per pay period at 8.5% interest for payment of this debt on my behalf.

12/23/08  
Date

  
Signature of Former Employee

12/23/08  
Date

  
Witness

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